State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, New Hampshire 03301-6398

Date: 0715/04

Bid No.: 36

Date of Bid Opening: 07/26/04

Time of Bid Opening: 2:00 pm

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: Odie Champagne, Purchasing Agent/db, TEL. NO: (603) 271-3146- FAX No. (603) 271-2700

BID INVITATION FOR A CONTRACT FOR: CULVERT LINING MATERIALS

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

Bids. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. <u>Corrections must be initialed</u>. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming RFB meeting specifications at the lowest cost unless other criteria are noted in the RFB. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

Company Name:			
Address:			
Tel.#:(local)		(Toll free)	
	Fax#:		
Authorized Signature:			
	(TYPE	OR PRINT NAME)	

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

CONTRACT TERMS AND CONDITIONS

- 1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference
- 2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
- **3. TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
- 4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
- **5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

- **7.1.** The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
- **7.2.** The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

- **8.1.** Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
- 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
- 8.1.2. failure to submit any report required hereunder; or
- **8.1.3.** failure to perform any of the other covenants and conditions of this agreement.
- **8.2.** Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- **8.2.1.** give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

- **8.2.2.** give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
- **8.2.3.** set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
- **8.2.4.** treat the agreement as breached and pursue any of its remedies at law or in equity, or both
- 9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.
- 10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.
- 12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- **12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).
- **13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.
- **14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.
- **15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
- **16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
- 17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.
- **18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

BID INVITATION FOR A CONTRACT FOR: CULVERT LINING MATERIALS

PURPOSE:

The purpose of this bid invitation is to establish a contract for *Culvert Lining Materials* to be ordered by the State of New Hampshire agencies and institutions and political sub-divisions and authorized non-profit organizations as needed, during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, shall be eligible to participate under this contract whenever said sub-division or nonprofit agency so desires.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION:

Bidders must have a completed Vendor Application and W-9 Form must be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): http://www.admin.state.nh.us/purchasing/

NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:

A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as "Domestic" (in-state) or "Foreign" (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: http://www.nj.gov/sos/corporate/

CONTRACT TERM:

The contract shall become effective upon the approval of the Commissioner of the NH Department of Administrative Services. Initial contract period shall begin upon notification of award and shall extend through July 31, 2006. The contract terms may be extended in one/two year increments upon the approval of Department of Administrative Services and mutual agreement between the successful bidder and the Bureau of Purchase and Property.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful bidder a thirty (30) day written notice.

BID PRICES:

The prices bid by the successful bidder shall remain firm for the term of the contract and shall include delivery and all other charges. Bid prices should be government and/or educationally discounted prices. Price increases will be allowed only if prices to the general trade have been increased in a like amount. Written notice of an impending price increase with a Mill Price List as verification, must be submitted to the Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord, NH 03301 thirty days (30) prior to the effective date of said price increase. All price decreases will become effective immediately as they become effective to the general trade.

ABILITY TO PROVIDE:

Successful bidder must be capable of providing each State of New Hampshire agency and institution and political sub-divisions and authorized non-profit organizations with their entire requirements of Culvert Lining Materials without any delay or substitution.

ORDERING PROCEDURE:

State agencies and institutions shall place their orders directly to vendor.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

AUDITS AND ACCOUNTING:

The successful bidder shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful bidder may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political subdivisions and authorized non-profit organizations.

ESTIMATED CONTRACT VALUE:

Based upon past history, the estimated annual value of the contract is \$50,000. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure.

DELIVERY TIME:

The successful bidder shall be required to accomplish delivery of any item ordered under the contract within (3) working days from the receipt of the telephone order.

WARRANTY REQUIREMENTS:

Successful bidder shall be required to warranty all of the equipment and installation awarded to him for a period of not less than the manufacturer's standard period of time, from the date the equipment is inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, labor, travel and expenses.

INVOICING:

Invoicing shall be done on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date of delivery, contract price.

CONTRACT AWARD:

The award of the contract shall be based upon the total net low bid from the listing of the culvert lining materials indicated in the "offer" section of this bid invitation.

OFFER:

Bidder hereby offers to furnish culvert lining material to State of New Hampshire agencies and institutions and to any political subdivision and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

The unit prices and extensions indicated by you should be government and/or educationally discounted prices.

MINIMUM ORDERS:

Indicate here any minimum order that you are requesting. The State of New Hampshire reserves the right to reject and/or negotiate this point should the State, in its sole judgment, deems the minimum to be not in the best interest of the State of New Hampshire.

Requested minimum order	(if any) <u>\$</u>	per delivery.
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SPECIFICATIONS:

All materials must conform to the NH Department of Transportation's "Standard Specifications for Road and Bridge Construction" dated 2002.

DELIVERY LOCATIONS:

You are expected to deliver to state agencies located in the State of New Hampshire.

BID RESULTS:

Bid results will not be given over the telephone. Bid results will be mailed to you if you include a self addressed envelop with the correct amount of postage on it. Bid results may also be viewed on our web site at: http://admin.state.nh.us/purchasing/bids.asp

NOTE: BID MUST BE SIGNED ON FRONT COVER SHEET TO BE CONSIDERED.

STATE OF NEW HAMPSHIRE APPROVAL SIGNATURE PAGE

Proposed By:		Recommended By	:
1 ,	Odie L. Champagne,	·	Robert D. Stowell,
	Purchasing Agent		Administrator
			Purchase & Property
	Date Proposed:		Date Recommended:
Endorsed By:		Approved By	r:
_	Michael P. Connor	•	Donald S. Hill
	Director,		Commissioner,
	Plant & Property Mgt.		Dept of Administrative Services
	Date Endorsed:		Date Approved:

PVC CULVERT LINER

EXISTING		LINER	\$/LINEAR
ID SIZE		(INCHEC)	FOOT
(INCHES)		(INCHES)	1
15	PVC per ASTM F-949	12	
18	PVC per ASTM F-949	12	
18	PVC per ASTM F-949	15	
21	PVC per ASTM F-949	15	
21	PVC per ASTM F-949	18	
24	PVC per ASTM F-949	18	
24	PVC per ASTM F-949	21	
27	PVC per ASTM F-949	21	
27	PVC per ASTM F-949	24	
30	PVC per ASTM F-949	21	
30	PVC per ASTM F-949	24	
33	PVC per ASTM F-949	24	
33	PVC per ASTM F-949	27	
36	PVC per ASTM F-949	27	
36	PVC per ASTM F-949	30	
42	PVC per ASTM F-949	30	
42	PVC per ASTM F-949	36	
48	PVC per ASTM F-949	36	

	PROPOSED LINER					
	ID SIZE	LINER SIZE	PRICE/LF	INTERNAL EXPAND. BANDS W/GASKETS	THREADED ALIGN GROUT RODS COUPLER	RAILS PER L/F
(INCHE	ES)	(INCHES)				
48	Aluminum Steel Type 2 Spiral Rib	42	\$	\$\$_	\$	\$
54	Aluminum Steel Type 2 Spiral Rib	42	\$	\$ \$_	\$	\$
54	Aluminum Steel Type 2 Spiral Rib	48	\$	\$\$_	\$	\$
60	Aluminum Steel Type 2 Spiral Rib	48	\$	\$ \$	\$	_ \$
60	Aluminum Steel Type 2 Spiral Rib	54	\$	\$ \$ _	\$	\$
66	Aluminum Steel Type 2 Spiral Rib	54	\$	\$ \$ _	\$	\$
66	Aluminum Steel Type 2 Spiral Rib	60	\$	\$\$ _	\$	\$
72	Aluminum Steel Type 2 Spiral Rib	60	\$	\$\$ _	\$	\$
72	Aluminum Steel Type 2 Spiral Rib	66	\$	\$\$ _	\$	\$
78	Aluminum Steel Type 2 Spiral Rib	66	\$	\$\$ _	\$	\$
78	Aluminum Steel Type 2 Spiral Rib	72	\$	\$\$	\$	\$
84	Aluminum Steel Type 2 Spiral Rib	72	\$.\$ \$ _	\$	\$
90	Aluminum Steel Type 2 Spiral Rib	78	\$	\$\$ _	\$	\$
96	Aluminum Steel Type 2 Spiral Rib	84	\$	_\$ \$	\$	\$
102	Aluminum Steel Type 2 Spiral Rib	90	\$	\$ \$	\$	\$
108	Aluminum Steel Type 2 Spiral Rib	96	\$	\$ \$	\$	\$
114	Aluminum Steel Type 2 Spiral Rib	102	\$	\$\$	\$	\$
120	Aluminum Steel Type 2 Spiral Rib	106	\$	\$ \$	\$	 \$

MINIMUM ORDER OF \$_____ FOR ALUMINIZED STEEL TYPE 2 SPIRAL RIB GROUP

PROPOSED LINER							
ID SIZE	LINDER SIZE	PRICE L/F	INTERNAL EXPANDING BANDS W/GASKETS	THREADED GROUT COUPLERS	ALIGNING RODS	RAILS PER L/F	
48 Aluminum Spiral Rib	42	\$	\$	\$	\$	\$	
54 Aluminum Spiral Rib	42	\$	\$ \$	\$	\$	\$	
54 Aluminum Spiral Rib	48	\$	_ \$	\$	\$	\$	
60 Aluminum Spiral Rib	48	\$	_ \$	\$	\$	\$	
60 Aluminum Spiral Rib	54	\$	\$	\$ \$	\$ \$	\$	
66 Aluminum Spiral Rib	54	\$	\$	\$	\$	\$	
66 Aluminum Spiral Rib	60	\$	\$	\$	\$	\$	
72 Aluminum Spiral Rib	60	\$	\$	\$	\$	\$	
72 Aluminum Spiral Rib	66	\$	\$ \$	\$	\$	\$	
78 Aluminum Spiral Rib	66	\$	_ \$	\$	\$	\$	
78 Aluminum Spiral Rib	72	\$	\$	\$ \$	\$	\$	
84 Aluminum Spiral Rib	72	\$	\$	\$	\$	\$	

MINIMUM ORDER OF \$_____ FOR ALUMINUM SPIRAL RIB GROUP

PROPOSED LINER							
ID SIZE	1	LINER SIZE	PRICE L/F	INTERNAL EXP. BANDS W/GASKETS	THREADED GROUT COUPLER	ALIGNING RODS	RAILS PER L/F
90	ALT2 CSP W/concrete lining	78	\$	\$	\$	\$	\$
96	ALT2 CSP W/concrete lining	84	\$	\$	\$	\$	\$
102	ALT2 CSP W/concrete lining	90	\$	\$	\$	\$	\$
108	ALT2 CSP W/concrete lining	96	\$	\$	\$	\$	_ \$
114	ALT2 CSP W/concrete lining	102	\$	\$	\$	\$	\$
120	ALT2 CSP W/concrete lining	108	\$	\$	\$	\$	\$

MINIMUM ORDER OF \$_____FOR ALUMINIZED TYPE 2 CONCRETE GROUP